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**United Parcel Service and Brotherhood of Teamsters,
Auto Truck Drivers, Line Drivers, Car Haulers
and Helpers, Local No. 70 of Alameda County,
a/w International Brotherhood of Teamsters,
AFL-CIO. Case 32-CA-17468**

December 5, 2001

DECISION AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS LIEBMAN
AND WALSH

On April 25, 2001, Administrative Law Judge Frederick C. Herzog issued the attached decision. The General Counsel filed exceptions and a supporting brief. The Charging Party also filed exceptions and a supporting brief.

The Board has considered the decision and the record in light of the exceptions and briefs, and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

The complaint alleges that the Respondent violated Section 8(a)(5) and (1) by refusing to negotiate with the Union over the effects of the relocation of the employee parking lot. The judge, finding no violation, dismissed the complaint in its entirety. For reasons discussed below, we reverse.

I. FACTS

Since 1982 the Respondent has operated a facility at the Oakland Airport where it engages in the business of shipping and receiving packages. The Respondent owns no real property at the site, but leases its facility from the Port of Oakland (the Port).

Until April 1, 1999,¹ the Respondent's employees parked in a lot that was owned and operated by the Port for use by its tenants. The parking lot was no more than a 5-minute walk from the Respondent's facility.²

On or about March 10, the Port notified the Respondent and its other tenants that it was closing the parking lot on April 1 and was opening another lot located about 1-1/2 miles from the Respondent's facility. The Port operates a fleet of shuttle buses to transport employees to and from this lot. The buses run on a fixed schedule at 15-20 minute intervals. It is undisputed that it takes the Respondent's employees an additional 20 minutes to reach their jobsites from the new parking lot, increasing their commuting time by at least 40 minutes per day.

¹ All dates hereafter are in 1999 unless otherwise indicated.

² The General Counsel has excepted to the judge's finding that the walk between the parking lot and the Respondent's facility required 2 to 10 minutes. We find merit in the General Counsel's exception. The record indicates that the walk took 5 minutes at most.

The Respondent subsequently notified the Union that the parking lot was going to be relocated and that the Respondent could do nothing to prevent the change. The Respondent had no role in the Port's decision to relocate the lot.

In early February, having heard about the parking change before receiving notification from the Respondent, the Union filed a grievance alleging that the relocation of the lot was a violation of its collective-bargaining agreement with the Respondent.³ The parties met to discuss the grievance on March 31. At the meeting, Union Business Representative Marty Frates discussed the adverse impact the parking change would have upon employees, and proposed that the Respondent move the time clock to the parking lot. The Respondent summarily rejected this proposal, but made no counterproposals.

The Union filed a formal request for bargaining over the effects of the relocation of the lot on April 27. Prior to the filing of the Union's bargaining request, Craig Turco, the division manager of the Respondent's facility, had a number of conversations with Frates concerning the parking lot during which Frates offered proposals that were also rejected by the Respondent.⁴ The Respondent and the Union had no further discussions about the lot after April 27.

A hearing on the Union's grievance was held on May 3. After hearing presentations from both sides, a panel denied the grievance and stated that the matter "raises questions of bargaining obligations under Federal Labor Law." In a letter sent to the Union on May 11, the Respondent replied to the Union's bargaining request by referring the Union to the minutes of the May 3 grievance hearing. The Union subsequently filed a charge alleging that the Respondent refused to bargain over the effects of the relocation of the parking lot.

II. ANALYSIS

The judge correctly held that employee parking is a mandatory subject of bargaining. See *Dynatron/Bondo Corp.*⁵ The judge erred, however, by concluding that the Respondent was relieved from bargaining over the ef-

³ The effective term of the relevant collective-bargaining agreement between the Union and the Respondent is from August 1, 1997 to July 31, 2002.

⁴ The record contains no information specifying the number of conversations or the exact dates they occurred.

⁵ 324 NLRB 572, 578 (1997), enf. denied 176 F.3d 1310 (11th Cir. 1999). In *Dynatron/Bondo*, the Board found that the employer violated Sec. 8(a)(5) by unilaterally changing its parking policy by assigning employees designated parking spaces in its lot after previously allowing them to park on first-come, first-served basis. The 11th Circuit, however, refused to enforce the Board's order based upon its determination that the policy change was not material. We continue to adhere to the principle that a change in an employer's parking policy is a mandatory subject of bargaining where, as here, such a change significantly affects the terms and conditions of employment.

fects of the relocation of the employee parking lot because the Respondent had no role in that decision.⁶

It is clear from the evidence here that the relocation of the parking lot had a substantial impact upon the terms and conditions of employment, requiring employees to spend an additional 20 minutes getting between the parking lot and the workplace, increasing their commuting time by at least 40 minutes per day. Where employees had previously been able to park their cars and walk to the Respondent's facility, they now have to adjust their arrival time to conform to the schedule of the shuttle bus that runs only at fixed intervals. These changes have impacted on the employees' ability to arrive at work on time and related matters. Thus, we find that the relocation has resulted in material changes to the employees' conditions of employment.

Furthermore, although the Respondent had no role in the decision to relocate the parking lot, it did have the ability to address the effects of that decision. See, e.g., *Hanes Corp.*, 260 NLRB 557, 561-563 (1982) (employer required to bargain over specific methods of complying with OSHA regulation); *Sheltering Pines Convalescent Hospital*, 255 NLRB 1195 (1981) (employer required to bargain over distribution of funds, payment of which was mandated by statute). Accordingly, contrary to the judge, we find that the Respondent is obligated to bargain over the effects of parking lot relocation.

We further find, contrary to the judge, that the Respondent failed to comply with its statutory obligation to bargain with the Union over this issue. The Respondent and the Union had no discussions concerning the parking lot after the Union made its bargaining request on April 27. The Respondent's sole response to the Union's request was its letter referring the Union to the notes of the May 3 grievance hearing. We conclude that this reply by the Respondent was insufficient to satisfy its bargaining obligation.

Additionally, we find that neither the Respondent's discussions with the Union prior to the April 27 bargaining request nor the Respondent's participation in the grievance procedure satisfied the Respondent's statutory bargaining obligation. It is well established that, absent a waiver by the employees' bargaining representative, an employer's obligation to bargain over mandatory terms and conditions of employment is not met until the parties either reach an agreement or an impasse in negotiations. See *NLRB v. Katz*, 369 U.S. 736 (1962). Here, we find no evidence that the initial discussions or the grievance

procedure resulted in either an agreement between the parties or impasse.⁷

In the course of the initial discussions prior to the formal request for bargaining, the Union offered at least two proposals. The Respondent, while willing to listen to the Union's suggestions, immediately rejected them and offered no proposals of its own. There is no evidence that at any time either party made a "final offer" or took a position indicating that further discussions were futile.

Similarly, the grievance procedure failed to resolve the conflict over the parking issue but left open the possibility of future negotiations.⁸ The grievance panel denied the grievance, which had been brought under the provisions of the collective-bargaining agreement, stating that the relocation of the parking lot was a matter for collective bargaining. The Respondent, however, refused to engage in further negotiations with the Union.

We therefore conclude that the Respondent has failed to bargain with the Union over the effects of the relocation of the parking lot in violation of Section 8(a)(5) and (1) of the Act.⁹ Consequently, we shall order that the Respondent, upon request by the Union, engage in bargaining as required by the Act.

ORDER

The National Labor Relations Board orders that the Respondent, United Parcel Service, Oakland, California, its officers, agents, successors, assigns, and representatives, shall

1. Cease and desist from

(a) Refusing to bargain with the Union over the effects of the relocation of the employee parking lot.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 8(a)(5) and (1) of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Upon request by the Union, bargain collectively over the effects of the relocation of the employee parking lot.

(b) Within 14 days after service by the Region, post at its Oakland, California facility copies of the attached notice marked "Appendix."¹⁰ Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately

⁶ The complaint alleges only that the Respondent unlawfully failed to bargain with the Union over the effects of the Port's decision to relocate the parking lot. To the extent the judge's decision indicates that the complaint also alleges that the Respondent unlawfully failed to bargain with the Union over the Port's decision to relocate the parking lot, it is incorrect.

⁷ The parties do not argue that they were at impasse at any time relevant to these proceedings.

⁸ The Respondent has not raised a deferral defense under *Spielberg Mfg. Co.*, 112 NLRB 1080 (1955).

⁹ Chairman Hurtgen, in agreeing with this conclusion, notes that the Union both requested effects bargaining and identified specific effects about which it wished to bargain.

¹⁰ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 27, 1999.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 5, 2001

Peter J. Hurtgen,	Chairman
Wilma B. Liebman,	Member
Dennis P. Walsh,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY THE ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid and protection
- To choose not to engage in any of these concerted activities.

WE WILL NOT refuse to bargain collectively with the Brotherhood of Teamsters, Auto Truck Drivers, Line Drivers, Car Haulers and Helpers, Local 70 of Alameda County, a/w International Brotherhood of Teamsters, AFL-CIO over the effects of the relocation of the employee parking lot.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed by Section 7 of the Act.

WE WILL, upon request, bargain collectively with the Brotherhood of Teamsters, Auto Truck Drivers, Line Drivers, Car Haulers and Helpers, Local 70 of Alameda County, a/w International Brotherhood of Teamsters, AFL-CIO over the effects of the relocation of the employee parking lot.

UNITED PARCEL SERVICE

Valerie Hardy-Mahoney, Atty., for the General Counsel.

Jerrold C. Schaefer and W. Daniel Clinton, Attys. (Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP), of San Francisco, California, for the Respondent.

David A. Rosenfeld and William Sokol, Attys. (Van Bourg, Weinberg, Roger & Rosenfeld), of Oakland, California, for the Charging Party.

DECISION

STATEMENT OF THE CASE

FREDERICK C. HERZOG, Administrative Law Judge. This case was heard by me in Oakland, California, on August 14, 2000, and is based on a charge filed by Brotherhood of Teamsters, Auto Truck Drivers, Line Drivers, Car Haulers and Helpers, Local No. 70 of Alameda County, a/w International Brotherhood of Teamsters, AFL-CIO (the Union), on May 20, 1999, alleging generally that United Parcel Service (Respondent), committed certain violations of Section 8(a)(1) and (5) of the National Labor Relations Act, as amended. On August 25, 1999, the Regional Director for Region 32 of the National Labor Relations Board (the Board) issued a complaint and notice of hearing alleging violations of Section 8(a)(1) and (5) of the Act. Respondent thereafter filed a timely answer to the allegations contained within the complaint, denying all wrongdoing.

All parties appeared at the hearing, and were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally and file briefs. Based upon the record, my consideration of the briefs filed by counsel for the General Counsel (as joined in by counsel for the Charging Party/Union), and counsel for Respondent, and my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

The complaint alleges, the answer admits, and I find that Respondent is a California corporation, with an office and place of business in Oakland, California, where at all times material herein it has been engaged in the business of operating a package delivery service; that during the 12 months preceding the issuance of the complaint, in the course and conduct of its business operations, it provided services valued in excess of \$50,000 directly to customers located outside the State of California.

Accordingly, I find and conclude that Respondent is now, and at all times material herein has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that the Union is now, and at all times material has been, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Facts

The primary airport in the area of Oakland, California, is known as the Oakland International Airport. It, together with its parking areas, is operated by, and located on property owned by, the political subdivision known as the Port of Oakland.

Since 1982 Respondent has leased space from the Port of Oakland, and has operated a facility located therein at the Oakland Airport, where it has engaged in its business of receiving, sorting, and shipping packages. It employs about 300–350 employees at this facility. They are represented by the Union through agreements such as the National Master Freight Agreement with the Teamsters International Union and various local affiliates. One such affiliate is Teamsters Local 70, the Charging Party, covering the local operations, including those at the Oakland Airport. The current collective-bargaining agreement between the Union and Respondent has a term of August 1, 1997 through July 31, 2002. Without belaboring all the minutia contained in the various documents submitted by the parties, it suffices to say that the Union represents a unit of Respondent's employees which can be described as:

All full-time and regular part-time employees, employed by Respondent at its Oakland International Airport, Oakland, California facility, excluding all other employees, guards, and supervisors as defined in the Act.

Up until April 1, 1999, the Port of Oakland maintained a parking lot for the use of tenants and their employees, including Respondent and its employees. Like other tenants, Respondent paid the Port of Oakland a monthly fee for each employee who used the employee parking facilities. Respondent, however, did not charge employees for their use of these parking facilities. Until that time the parking facilities bordered the Oakland Airport, which permitted employees to park there and still be able to walk from their vehicles to their workplaces, without the necessity of using a shuttle bus. Such a walk required just 2 to 10 minutes.

However, in March 1999, the Port of Oakland issued a document entitled "*BULLETIN*," to its tenants. Therein it announced that it was closing its then-current employee parking facility, and that it would open a new employee parking facility effective April 1, 1999. The new facility, however, is not so close to Respondent's airport facilities, being somewhat over a mile and a half distant. The Port of Oakland also announced that the new parking facility would be served, still without cost to the employees, by a fleet of shuttle buses, which would operate on a fixed schedule, at intervals of 15 minutes between 4:30 to 11 a.m., and at 20-minute intervals between 11 to 4:30 a.m. The bus ride from the new parking facility to Respondent's facility requires approximately 6 minutes. The Port also raised the fees it charged tenants for their employees to park in the new facility by some 33 percent.

Thereafter, on March 17, 1999, Craig Turco, Respondent's Airport District Manager, notified Marty Frates, the Union's business agent, of the new developments, and sent him a copy of the Port's "*BULLETIN*." He also advised that he had con-

tacted Respondent's corporate liaison to the Port to see if there was anything which could be done to stop the change from taking place. Within days, however, Turco had to further inform Frates that the corporate liaison's answer was that Respondent was powerless to stop the change from taking place.

During March 1999, Respondent and the Union discussed the change which was upcoming, including a grievance which was filed concerning the subject. Among other things, the Union proposed that Respondent move its timeclocks to the distant parking lots, so as to allow employees to "clock in" upon reaching their parking spots, rather than when they actually entered Respondent's facility at the airport. The Union's rationale for this request was that, due to the need to take a shuttle bus, it would require an average of about an additional 20 minutes for employees to reach their worksites, and, as a result, would require them to leave their homes for work at an earlier time. All told, as a result of the change in the location of the parking facility, the Union contends that employees now have to spend an additional 40 to 60 minutes per day in getting to and from work. Respondent does not challenge this estimate by the Union. Additionally, some employees reported to the Union that they were now being caused to be late for work as a result of the change, while others reported that they now sustained additional expenses for such things as child care. Suffice it to say that Respondent did not agree with the Union's request, asserting that employees had never been paid based upon when or where they parked, or how long it took them to reach their workplaces from their parking spaces, but only from the time when they actually "clocked in" within Respondent's facility. (The collective-bargaining agreement seems to accord with this assertion.) In mid-April, Frates sent a letter to the affected employees stating in effect that in his view Respondent was not concerned about the ill effects caused them as a result of the change in the site of the parking.

On April 27, Frates made a written request of Respondent's district labor relations manager, Naddy, to bargain concerning the effects of the change.

On April 29, a regular meeting to review outstanding grievances was conducted, but the parking issue was not discussed except to note that it would be discussed at the previously scheduled May 3 grievance panel meeting.

At the May 3 meeting Frates explained how the change had negatively impacted employees. Naddy spoke on behalf of Respondent. Naddy responded to a question about whether a request for effects bargaining had been made by saying that he could not remember, but that the parties had bargained over the matter when they'd previously agreed to section 17 of their contract, which stipulated that work time began when employees are ordered to report to work and continued until they were released from duty. (Many workers worked split shifts.) After a question and answer period, the grievance panel met to consider the matter, and then returned with the following decision, as noted in the minutes of the meeting:

Based on the facts presented there was a motion made and seconded that the grievance is denied on the grounds that it raises questions of bargaining obligations under Federal Labor Law. That motion carried.

So far as the record shows, the grievance was not pursued further.

On May 11 Naddy responded to Frates April 27 request, merely referring him to the minutes just set forth.

Thus, no specific “effects bargaining” ensued thereafter, and the instant charge followed shortly.

B. Discussion and Conclusions

The complaint alleges violations of Section 8(a)(5) of the Act, in that on or about April 1, 1999, Respondent, without affording the Union an opportunity to collectively bargain, changed the location of the parking facility in which its employees are allowed to park while at work, and that since February 10 and April 27, 1999, Respondent has failed and refused to negotiate with the Union over the effects of the change in the parking facility.

Section 8(a)(5) of the Act makes it an unfair labor practice for an employer to refuse to bargain collectively with the representative of its employees with respect to rates of pay, hours of employment, or other conditions of employment. Such bargaining has been required concerning a wide spectrum of matters that do not relate to the actual performance of work, such as company housing, provision of meals, dues checkoff, group health insurance, and pension plans. *American Smelting & Refining Co.*, 167 NLRB 204, 211 (1967).

Thus, an employer may not effect changes in mandatory subjects of bargaining, absent agreement with the employees’ bargaining representative, an impasse in negotiations, or a waiver by the bargaining representative. *NLRB v. Katz*, 369 U.S. 736, 743 (1967); *Rangaire Co.*, 309 NLRB 1043 (1992).

I accept the argument advanced by counsel for the General Counsel that the parking rights of employees (at least those which, as is clear and undisputed here, have become an established term of employment), constitute a mandatory subject of bargaining. Thus, an employer may not unilaterally make changes in such rights. *American Warehousing & Distribution Services*, 311 NLRB 371 (1993).

However, it is evident that no such unilateral change occurred here. As a result, the first allegation in the complaint is readily disposed of. For *all* the evidence in this case is to the effect that it was the Port of Oakland, not Respondent, which engaged in the action of effecting change in the parking facilities to be used by the employees of Respondent and other tenants of the property owned by the Port of Oakland. It is undisputed that the Port of Oakland has a contractual right to make such changes under the terms of its leases with all its various tenants at the airport, including that of Respondent. Thus, though the bulletin mentioned above, the Port simply announced the change, never consulting or bargaining about it with any of its tenants. So far as Respondent was concerned, it was a *fait accompli*, as was confirmed when it unsuccessfully sought to have the Port’s decision modified or rescinded. Counsel for the General Counsel concedes as much on brief.

As a result, I find that the complaint’s allegation that Respondent unilaterally changed the location of the parking facility is wholly lacking in merit, and must be dismissed.

Thus, I now turn to the complaint’s allegation that Respondent, though duly requested on April 27 to do so by the Union, has failed in an obligation to bargain concerning the effects of the change made by the Port of Oakland, as the complaint alleges.

Respondent disputes this allegation on two fronts. First, it asserts that it had no legal obligation to negotiate the effects of a change which it had no part in planning, causing, or effectuating. Second, *arguendo*, it asserts that it met any obligation that may be found.

The General Counsel does not dispute that Respondent had no role in the planning, causing, or effectuation of the change. Still, it is the General Counsel’s argument that an employer has an obligation to negotiate the effects of a change not caused by the employer.

As explained on brief, the General Counsel’s argument is that this case is analogous to authority where an employer’s unilateral actions are excused or justified based on factors outside its control, wherein the obligation to bargain has been held to remain. Counsel for the General Counsel cites *National Terminal Baking Corp.*, 190 NLRB 465 (1971), and *Raskin Packing Co.*, 246 NLRB 78 (1979).

I, however, cannot find sufficient support in those cases to carry the day for counsel for the General Counsel. In my view, neither compels the result argued for by counsel for the General Counsel in this case.

National Terminal involved a situation where the parties were already involved in negotiations, and where the financial circumstances of the employer were, to say the least, precarious. Thus, when, just in the midst of such negotiations, Respondent sustained the further loss of having two of its trucks stolen (termed by former Chief Judge Welles as a “calamitous event”), it should come as no surprise that an order should have been entered requiring bargaining regarding *all* the effects of the changes effected by and upon the employer. No other result could sensibly follow. Clearly, in that case, the parties and the judge were doing their utmost to make the best of a “calamitous” situation, where Respondent was on the verge of going out of business. In my opinion, that situation scarcely equates to this, where employees may have to rise a few minutes earlier or reach home a few minutes later each day, and where such changes in their circumstances have not been caused, planned, instigated, or implemented by their employer. To the contrary, the facts are clear that any such change, and its “fallout” upon the employer’s employees, was literally forced upon their employer.

Raskin involved an extremely serious and sudden financial difficulty encountered by the employer, with the result coming down to either closure of the plant, or its sale to a new employer. Considering all the circumstances, the Board rejected the conclusion of Judge Wacknov that the union there was not interested in negotiating over the effects of these changes. That is not the case here, and I reach no such conclusion.

I agree with the arguments advanced by Respondent to the effect that the *location* of the parking lots to be used by employees of Respondent, militated by the Respondent’s landlord, is not a mandatory subject of bargaining, and that the effects of a change in such location not occasioned by Respondent does not give rise to an obligation to bargain concerning its effects.

In this connection, I note that no change has been effected in the time or place where employees are required to report for work. As before, employees are not charged for parking in the assigned slots. As an accommodation, employees are now provided with a cost-free shuttle bus from their assigned parking spots to their workplaces. The time required by employees to reach their places of employment from their bedrooms, remains, as before, outside the control of Respondent. Employees are now, as before, free to choose to live close to or far away from their workplaces, and to thereby control the length of their commute.

Finally, I note that the Union filed a grievance concerning this very subject. I also note that, following its meeting of May

3, 1999, the grievance panel denied the grievance. Thus, in sum, I find and conclude that Respondent has already engaged in appropriate collective-bargaining procedures concerning the issue in this case.

Summarizing, I find and conclude that Respondent has not violated the Act in any respect alleged in the complaint. Accordingly, the complaint shall be dismissed in its entirety.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent has not violated the Act as alleged.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹

ORDER

IT IS HEREBY ORDERED that the complaint herein be dismissed in its entirety.

Dated at San Francisco, California April 25, 2001

¹ All outstanding motions, if any, inconsistent with this recommended Order are hereby denied. In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.